GOVERNMENT OF INDIA
HOUSING AND URBAN AFFAIRS
LOK SABHA

UNSTARRED QUESTION NO:1734
ANSWERED ON:26.07.2017
Allotment of Land to Hospitals
Siddeshwara Shri Gowdar Mallikarjunappa

Will the Minister of HOUSING AND URBAN AFFAIRS be pleased to state:

Will the Minister of HOUSING & URBAN AFFAIRS:

(a) the details of terms and conditions at which land has been allotted to private hospitals at concessional rates in Delhi ;

(b) Whether these private hospitals are not following terms and conditions of allotment; and

(c) If so, the action Government proposes to take to cancel allotment of land of private hospitals for violating allotment terms and conditions?

Answer

THE MINISTER OF STATE IN THE MINISTRY OF HOUSING & URBAN AFFAIRS
(RAO INDERJIT SINGH)

(a) Terms and conditions at which land has been allotted to private hospitals at concessional/subsidized rates in Delhi are annexed at Annexure A.

(b&c)If any violation is noticed or complaint received against any Society/Hospitals regarding violation of allotment/ lease terms, action for cancellation of lease deed/ allotment is taken after inspection of the site by following due process of law i.e. issue of show cause notices etc.
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ANNEXURE-A
Standard terms & conditions for allotment of land to private hospitals by Land & Development Office (L&DO)
(i) The Lessee will in all respects comply with and be bound by the building, drainage and other bye-laws for the time being in force in the New Capital of Delhi.

(ii) The Lessee will not without the previous consent in writing of the Land & Development Officer or of such officers or body as the Lessor or the Land & Development Officer may authorize in this behalf make any alterations in or additions to be buildings erected on the said demised premises so as to affect any of the architectural or structural features thereof or erect or suffer to be erected on any part of the said demised premises any buildings other than and except the buildings erected thereon at the date of these presents.

(iii) The Lessee will not carry on or permit to be carried on, on the said premises any business, trade or manufacture which in the opinion of the Land & Development Officer is noisy, noxious or offensive, or permit the said premises to be used for any purpose otherwise than construction of hospital building and for essential nursing and medical staff quarters for and for no other or do or suffer to be done thereon any act or thing whatsoever which in the opinion of the Land & Development Officer may be an annoyance or disturbance to the President of India or his tenants in the New Capital of Delhi and will not without the prior sanction of the Land & Development Officer use the said premises or permit the said premises to be used for the sale of grains or articles of food or drink of any kind or description whatsoever. The Lessee will pay the difference of premium and ground rent (Licence Fee) as and when the land rates are revised w.e.f. 01.04.2000.

(iv) The Lessee will not without the written consent of the Land & Development Officer or duly authorized officer or body as aforesaid make any excavation in the premises hereby demised and will at all times during the continuance of this lease maintain the premises and all buildings thereon in a sanitary condition to the satisfaction of the said Land & Development Officer or duly authorized officer or body as aforesaid.

(v) The Lessee will at all times during the continuance of this lease keep the buildings to be erected on said land in a good and substantial state of repair to the satisfaction of the said Land & Development Officer or duly authorized officer or body as aforesaid.

(vi) The Lessee will manage the said building demised premises to the satisfaction of the Lessor and will at all reasonable times grant access to the demised premises to such officers as the Lessor may designate for the purpose of inspecting the management of the said building demised premises and the general scheme and arrangements therefore.

(vii) The Lessee shall not sub-let, transfer or assign the said premises hereby demised or any part thereof without the sanction of the Lessor in writing first and obtained and while according such sanction, the Lessor may impose such terms and conditions as he may in his absolute discretion think fit as conditions of such sanction for such sub-letting, transfer or assignment. Such conditions may provide that the Lessee or the transferee or assign as the case may be shall pay the Lessor enhanced ground rent as may be

specified in such sanction provided that the Lessor shall be entitled to claim and recover a portion of the unearned increase (i.e. the difference between the premium already paid and current market value) in the value of land at the time of transfer (whether such transfer is an entire site or only a part thereof).

The amount to be recovered being 50 per cent of the unearned increase. PROVIDED further that in case the transfer is made in favour of a person or institution which is not entitled to same concessional allotment as the Lessee then the Lessor shall be entitled to claim hundred percent of the unearned increase.

PROVIDED also the Lessor shall have a pre-emptive right to purchase the demised premises after deducting the amount of the unearned increase as aforesaid.

PROVIDED also the Lessor shall have a pre-emptive right to purchase the property after deducting the amount of the unearned increase as aforesaid.

(viii) The said Lessee will not alter, amend or in any other way modify the registered Articles and Memorandum of Association or rules of business etc. (by whatever name the Constitution of the institution is called) or their constitution of Composition without first obtaining the approval of the Lessor, to the proposed alteration amendments or modifications.

(ix) If there shall at any time have been in the opinion of the Lessor or the Land & Development Officer whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions contained in various sub-clauses and if the said intended Lessee shall neglect or fail to remedy any such breach to the satisfaction of the Land & Development Officer within seven days from the receipt of a notice signed by the Land & Development Officers requiring him to remedy such breach it shall be lawful for the officers and workmen acting under the authority and direction of the Land & Development Officer to enter upon the premises hereby demised and (a) to remove or demolish any alterations in or additions to the buildings erected on the said premises (b) to remove or demolish any buildings erected on the said premise without the previous consent in writing of the Land & Development Officer or duly authorized officer as aforesaid (c) to fill any excavation or carry out any repairs that may be necessary and all such moneys and expenses as may be laid out and incurred by the Land & Development Officer or by his order shall be paid by the said Lessee, and it is hereby expressly declared that the liberty hereinbefore given is not to prejudice in any way the power given to the President of India by various Clauses.

(x) If the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not, or if there shall have been in the opinion of the Lessor or the Land & Development Officer whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained except those contained in various sub clauses and on his part to be observed or performed or if it shall be proved to the satisfaction of the Lessor whose decision shall be final that the demised premises have ceased to be used for the purpose of Hospital building and for essential nursing and Medical Staff Quarter improperly or inefficiently managed then and in any such case it shall be lawful of the Lessor or any person or persons duly authorized by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised or of the buildings thereon in the name of the whole to re-enter and thereupon this demise and everything herein contained shall cease and determine and the Lessee shall not be entitled to any compensation to the Lessee for the demised premises, but such compensation shall not exceed the amount of the premium paid before the execution of these presents together with the cost or the then value, whichever shall be less, of the building erected on the land by the Lessee which value shall in the event of dispute be determined by the Lessor whose decision shall be final.

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Standard terms and conditions for allotment of land to
Private Society for construction of Hospital/Nursing Homes prior to
change of mode of allotment since 19.4.2006 by DDA

1. The Society/Hospital will furnish an undertaking on a non-judicial stamp paper of Rs.10/- duly attested by 1st Class Magistrate/Notary Public to the effect that they will pay difference of the cost of land on revised rates as may be decided by Govt. of India/DDA.

2. That the Hospital shall serve as general Public Hospital with at least 25% of the beds reserved for free treatment for the weaker section of the society.

3. The OPD of the Hospital will provide free service to the patients falling in the indigent category.

4. The Hospital shall take part in the National Health Program for which its services may be called by the Directorate of the Health Service/Ministry of Health.

5. The Hospital shall earmark a separate area for Maternity and Child Health Center which will be available free of cost for the Community.

6. In case of surgical unit, hospital will provide facility for sterilization on such payment as may be fixed by Delhi Govt. /Govt. of India from time to time.

7. The land shall be used by the society for the purpose of construction of Hospital and essential nursing and medical staff quarters

and for no other purpose whatsoever.

8. The land shall not be transferred/sub-leased to any other organization by the society without prior permission of the DDA obtained in writing.

9. In case to violation of any of the conditions imposed the Delhi Govt. /Govt. of India would be free to resume the title of land.

10. The construction of the Hospital and essential staff quarters will have to be completed within a period of 02 or 03 years from the date of handing over the possession of plot.

11. The society shall be bound by the architectural controls as may be prescribed by the Director (Plg.)/Chief Architect, DDA.

12. The Hospital shall execute lease deed at thereon expense as and when called upon to do so.
The construction plan should be got approved from the local body/DDA before taking any construction on the plot.